

JS 44 (Rev. 06/17)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

AEROTEK, INC.

(b) County of Residence of First Listed Plaintiff Anne Arundel, Maryland
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Matthew J. Hank, Jonathan L. Shaw
Littler Mendelson, PC, 1601 Cherry St., Ste. 1400,
Phila., PA 19102, 267.402.3000

DEFENDANTS

BEACON HILL STAFFING GROUP, LLC

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☒ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|---------------------------------------|---|---------------------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input checked="" type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input checked="" type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332(a)

Brief description of cause:

TORTIOUS INTERFERENCE WITH CONTRACT

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
in excess of \$150,000

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

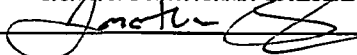
(See Instructions):

JUDGE

DOCKET NUMBER

DATE
06/22/2018

SIGNATURE OF ATTORNEY OF RECORD



FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 7301 Parkway Drive South, Hanover, MD 21076

Address of Defendant: c/o Corporation Service Company, 2595 Interstate Drive, Suite 103 Harrisburg, PA 17110

Place of Accident, Incident or Transaction: Montgomery County, Pennsylvania and Philadelphia, Pennsylvania

RELATED CASE, IF ANY:

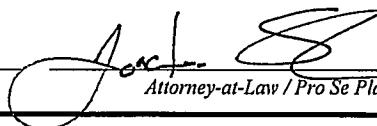
Case Number: _____ Judge: _____ Date Terminated: _____

Civil cases are deemed related when *Yes* is answered to any of the following questions:

- | | | |
|--|------------------------------|--|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 06/22/2018


Attorney-at-Law / Pro Se Plaintiff

316882

Attorney I.D. # (if applicable)

CIVIL: (Place a ✓ in one category only)

A. Federal Question Cases:

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts
- ☐ 2. FELA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Patent
- ☐ 6. Labor-Management Relations
- ☐ 7. Civil Rights
- ☐ 8. Habeas Corpus
- ☐ 9. Securities Act(s) Cases
- ☐ 10. Social Security Review Cases
- ☐ 11. All other Federal Question Cases

(Please specify): _____

B. Diversity Jurisdiction Cases:

- ☐ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury (Please specify): _____
- ☐ 7. Products Liability
- ☐ 8. Products Liability – Asbestos
- ☒ 9. All other Diversity Cases

(Please specify): Tortious Interference With Contract

ARBITRATION CERTIFICATION

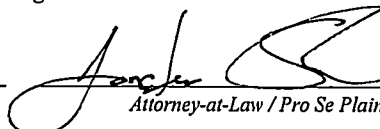
(The effect of this certification is to remove the case from eligibility for arbitration.)

I, Jonathan L. Shaw, counsel of record or pro se plaintiff, do hereby certify:

☒ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:

☐ Relief other than monetary damages is sought.

DATE: 06/22/2018


Attorney-at-Law / Pro Se Plaintiff

316882

Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

AEROTEK, INC.

v.

BEACON HILL STAFFING GROUP, LLC

:
:
:
:
:

CIVIL ACTION

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. ☒

<u>June 22, 2018</u>	<u>Jonathan Shaw</u>	<u>Aerotek, Inc.</u>
Date	Attorney-at-law	Attorney for
<u>267.402.3044</u>	<u>267.402.3131</u>	<u>jlshaw@littler.com</u>
Telephone	FAX Number	E-Mail Address

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**AEROTEK, INC.,
7301 Parkway Drive South
Hanover, MD 21076**

Plaintiff,

v.

**BEACON HILL STAFFING GROUP, LLC
c/o Corporation Service Company
2595 Interstate Dr
Suite 103
Harrisburg, PA 17110**

Defendant.

No. _____

COMPLAINT

Plaintiff Aerotek, Inc. (“Aerotek”), by counsel, brings this Complaint against Defendant Beacon Hill Staffing Group, LLC (“Beacon Hill”) as follows:

NATURE OF THE ACTION

1. Through its hiring and continued employment of a former Aerotek employee subject to a non-compete restriction, Christine Obercian (“Obercian”), Beacon Hill tortiously interfered with Aerotek’s rights under her written Employment Agreement (“Agreement”). Aerotek sued Obercian to enforce her non-compete in a lawsuit brought on April 6, 2017 in the United States District Court for the District of Maryland pursuant to a forum selection clause in Obercian’s Agreement (“Maryland Litigation”). Beacon Hill agreed to pay Obercian’s attorneys’ fees in the Maryland Litigation, and hired counsel to represent her. She filed a counterclaim for alleged wages owed, and the case is ongoing. However, Aerotek recently learned that Obercian resigned her employment with Beacon Hill, scheduling March 28, 2018 as her last day of work.

Aerotek now brings this tortious interference case against Beacon Hill in this Court, which encompasses the location where Obercian worked for Beacon Hill. Aerotek seeks damages from Beacon Hill based on its wrongful interference with Aerotek's contractual rights, including the attorneys' fees incurred in the Maryland Litigation as well as other damages for lost business. Aerotek also seeks punitive damages against Beacon Hill, an inveterate tortfeasor that has, upon information and belief, been sued no less than 20 times for interference with contract rights, based on its willful, wanton, and reckless disregard for the consequences of its acts.

PARTIES

2. Aerotek is a Maryland corporation with its principal place of business located in the State of Maryland. Aerotek is registered to do business in Pennsylvania and maintains an office in Wayne, Pennsylvania.

3. Beacon Hill is a limited liability company organized under the laws of the Commonwealth of Massachusetts. Its headquarters and principal place of business are located at 152 Bowdoin Street, Boston, Massachusetts 02108. Beacon Hill has offices in King of Prussia, where Obercian works, and also in Philadelphia. Upon information and belief, none of Beacon Hill's members are citizens of the State of Maryland.

JURISDICTION AND VENUE

4. Aerotek and Beacon Hill are citizens of different states. The amount in controversy is in excess of \$75,000, exclusive of interest and costs. Subject matter jurisdiction is therefore proper under 28 U.S.C. § 1332(a).

5. Venue is proper pursuant to 28 U.S.C. § 1391(b) because Defendant resides in this judicial district and a substantial part of the events or omissions giving rise to the claims occurred or are occurring in this district.

GENERAL BACKGROUND

6. Aerotek is engaged in the business of recruiting, employing and providing the services of technical and other personnel on a temporary or permanent basis to companies focusing on a variety of industries, including the scientific and pharmaceutical space that involves science and medical personnel, throughout the United States, including the greater Philadelphia area.

7. Aerotek invested and continues to invest considerable resources to develop information, methods, and techniques to: (a) identify entities that utilize professional placement services to fill staffing needs; (b) identify the key individuals responsible for recruitment of professional employees within those entities; (c) maintain, develop and nurture business relationships with those entities and individuals; (d) learn clients' business, staffing, and solutions needs; (e) develop innovative solutions to meet clients' staffing and other needs, including clinical trial-related solutions; (f) develop, screen, and maintain highly-qualified candidates for placement with its clients; and (g) set appropriate pricing to attract and maintain clients.

8. The information described in Paragraph 7 is valuable, confidential, and proprietary to Aerotek, and is not generally known in the public domain.

9. Individuals employed by Aerotek who are involved in staffing and providing clinical solutions services, *inter alia*, become inexorably and intimately knowledgeable regarding Aerotek's clients, financial information regarding its clients' rates, its contacts for those clients, its clients' needs, and the candidates Aerotek has or may have to fill those needs.

10. The aforementioned information has significant economic value to Aerotek and would be of significant economic value to competitors in the professional recruitment and placement industry.

11. To protect its legitimate business interests with respect to the aforementioned information, Aerotek requires that the individuals it employs to conduct professional

recruitment/placement and clinical solutions sign restrictive covenants and non-disclosure agreements as a condition of employment. Aerotek also maintains its client and candidate information in secure, password-protected databases.

OBERCIAN'S EMPLOYMENT WITH AEROTEK

12. On or about January 13, 2014, Aerotek hired Obercian for the position of Operations Manager – Clinical Solutions for Aerotek Clinical Solutions (“ACS”), a division of Aerotek’s affiliate, Aerotek Scientific, LLC. Obercian’s title changed over the course of her employment (to “Practice Lead”), but her duties and responsibilities largely remained the same.

13. ACS offered to its pharmaceutical clients a combination of permanent and temporary staffing services as well as more comprehensive solutions services (which encompassed staffing as a component) for clinical trials and other projects including, but not limited to, project staffing/personnel, monitoring studies, project/study management, and clinical program management.

14. At the times relevant to this matter, Obercian worked in Aerotek’s Wayne, Pennsylvania office, which provided both staffing services and solutions services to Aerotek’s clients.

15. Prior to her employment with Aerotek, Obercian had no knowledge of Aerotek’s confidential information or trade secrets, *i.e.*, the identity of Aerotek’s clients, its contacts for those clients, pricing for various clients, its clients’ needs and the data bank of information regarding potential candidates to fill positions. At the outset of her employment, Obercian received training from Aerotek that helped her better perform her job, and included access to portions of Aerotek’s confidential information. Over the course of her tenure, Obercian continued to receive training and absorbed Aerotek’s confidential information to which she was regularly provided access as part of her duties.

16. As a necessary element of carrying out her job tasks for Aerotek, Obercian had access to proprietary and confidential information, including but not limited to: Client Lists, Internal Employee Contracts, Client Service Agreements, Consultant Agreements, Road Books (print-outs of all clients and contacts within territory), Salesforce reports (sales and documentation information), Bill Rate information based on skills of consultants and clients, Burden Sheets, RWS Information (resume and information database for all candidates), Hot Books, Submittal Logs, and Phone Interview Sheets. Obercian also, as a matter of course during her tenure, participated in meetings to discuss current and target accounts – both staffing/placement and solutions clients – with fellow employees, learning about opportunities with the accounts Aerotek was and is servicing.

17. Obercian obtained first-hand knowledge of Aerotek's proprietary and confidential staffing model and processes (described above), worked with Aerotek's staffing placement personnel to identify qualified candidates to fill positions, reviewed resumes and interviewed potential candidates for placement with Aerotek clients, and identified current Aerotek staffing clients that may be interested in clinical solutions in addition to staffing needs. In her business development role for clinical solutions, Obercian not only learned which current Aerotek clients utilized pharmaceutical staffing services, she also learned about current and prospective clients that could utilize the clinical solutions services.

18. During her employment with Aerotek, Obercian had a duty to and did, among other things, gain familiarity with candidates and clients; evaluate them; maintain business relationships with existing clients; develop and maintain lists of candidates, clients and contacts; and work diligently to develop business opportunities with clients and prospective clients, leveraging her contacts, deep knowledge of Aerotek's business model, as well as Aerotek's pricing and market position.

19. Obercian's duties included creating goodwill for Aerotek through her personal contacts and business relationships.

20. As an employee of Aerotek and through the use of its resources, Obercian had access to the following confidential information:

- a. the identity of Aerotek's clients and potential clients;
- b. the identity of the contact persons at Aerotek's clients who decide or have significant influence regarding which recruiting/placement firm(s) they will use;
- c. the billing rates Aerotek charges each of its clients (which vary by client);
- d. the placement/recruitment history of Aerotek with clients and current/future staffing requirements;
- e. margin tolerances regarding prices including wage rates of contract employees;
- f. sales and marketing strategies, along with sales, recruiting, pricing and marketing techniques;
- g. the particular idiosyncrasies of each client/contact person including their preferences, likes, and dislikes regarding recruiting/placement;
- h. the employment histories, qualifications, contact information, and preferences of candidates suitable to satisfy clients' requirements.

21. The information referenced in paragraphs 16-17 and 20 above is not otherwise obtainable from public sources and constitutes confidential information and trade secrets.

OBERCIAN'S EMPLOYMENT CONTRACT

22. On January 13, 2014, Obercian signed the Agreement with Aerotek. (A copy is attached as Exhibit A.).

23. That Agreement provides, among other things, as follows:

3. NON-COMPETE COVENANT: EMPLOYEE agrees that upon the termination of EMPLOYEE's employment, whether by AEROTEK or EMPLOYEE and whether with or without cause, for a period of eighteen (18) months thereafter EMPLOYEE shall not directly or indirectly engage in or prepare to engage in, or be employed by, any business that is engaging in or preparing to engage in any aspect of AEROTEK's Business for which EMPLOYEE performed service or about which EMPLOYEE obtained Confidential Information during the two (2) year period preceding termination of EMPLOYEE's employment, within a radius of fifty (50) miles from the office in which EMPLOYEE worked at the time EMPLOYEE's employment terminated or any other office in which EMPLOYEE worked during the two (2) year period preceding termination of EMPLOYEE's employment ("Restricted Area"). The prohibitions contained in this Paragraph shall extend to (i) activities undertaken by EMPLOYEE directly on EMPLOYEE's own behalf, and to (ii) activities undertaken by EMPLOYEE indirectly through any individual, corporation or entity which undertakes such prohibited activities with EMPLOYEE's assistance and in or with respect to which EMPLOYEE is an owner, officer, director, trustee, shareholder, creditor, employee, agent, partner or consultant or participates in some other capacity.

4. NON-SOLICITATION COVENANT: EMPLOYEE agrees that upon the termination of EMPLOYEE's employment, whether by AEROTEK or EMPLOYEE and whether with or without cause, for a period of eighteen (18) months thereafter EMPLOYEE shall not directly or indirectly:

(a) Communicate with any individual, corporation or other entity which is a customer of AEROTEK and about which EMPLOYEE obtained Confidential Information or with which EMPLOYEE did business on AEROTEK's behalf during the two (2) year period preceding termination of EMPLOYEE's employment for the purpose of:

(i) entering into any business relationship with such customer of AEROTEK if the business relationship is competitive with any aspect of AEROTEK's Business for which EMPLOYEE performed services or about which EMPLOYEE obtained Confidential Information during the two (2) year period preceding termination of employment, or

(ii) reducing or eliminating the business such customer conducts with AEROTEK; or

(b) Communicate with any person who has been a Regular Employee within the two (2) year period preceding termination of EMPLOYEE's employment and about whom EMPLOYEE obtained knowledge or had contact by reason of EMPLOYEE's employment with AEROTEK for the purpose of:

(i) providing services to any individual, corporation or entity whose business is competitive with AEROTEK, or

(ii) leaving the employ of AEROTEK; or

(c) Communicate with any person who has been a Contract Employee within the two (2) year period preceding termination of EMPLOYEE's employment and about whom EMPLOYEE obtained knowledge or had contact by reason of EMPLOYEE's employment with AEROTEK for the purpose of:

(i) ceasing working for AEROTEK at customers of AEROTEK, or
(ii) refraining from beginning work for AEROTEK at customers of AEROTEK, or
(iii) providing services to any individual, corporation or entity whose business is competitive with AEROTEK.

As used in this Paragraph 4: "Regular Employee" means an employee of AEROTEK who is not a "Contract Employee"; and "Contract Employee" means an employee or candidate for employment of AEROTEK who is or was employed to perform services or solicited by EMPLOYEE to perform services at customers of AEROTEK.

The prohibitions contained in (a), (b) and (c) above shall extend to (i) activities undertaken by EMPLOYEE directly on EMPLOYEE's own behalf, and to (ii) activities undertaken by EMPLOYEE indirectly through any individual, corporation or entity which undertakes such prohibited activities with EMPLOYEE's assistance and in or with respect to which EMPLOYEE is an owner, officer, director, trustee, shareholder, creditor, employee, agent, partner or consultant or participates in some other capacity. . . .

24. Aerotek and Obercian agreed that Maryland would govern the interpretation and construction of the Agreement's terms. (Ex. A, Agreement, ¶ 10).

25. The Agreement also provides that "[t]he terms of Paragraphs 3 through 15 of this Agreement (including the State Specific Appendix) shall survive the termination of EMPLOYEE's employment with AEROTEK." (Ex. A, Agreement ¶ 2).

OBERCIAN'S RESIGNATION FROM AEROTEK

26. Obercian abruptly resigned without notice from her employment with Aerotek on December 1, 2016.

27. By the fact of her employment with Aerotek, and the knowledge she derived therefrom, Obercian took with her upon her resignation and without Aerotek's knowledge or authorization, its sensitive, confidential, proprietary and trade secret information.

28. In particular, Obercian took with her knowledge regarding candidates' preferences, work and salary histories, Aerotek's clients, the contact persons of those clients, the idiosyncrasies of the clients/contact persons, the clients' recruiting/placement needs, the account managers' assessment of the clients' future needs and plans for meeting those needs, and unique business opportunities.

OBERCIAN'S POST-RESIGNATION CONDUCT

29. Unbeknownst to Aerotek, over the course of the later summer and autumn of 2016, Obercian applied for, interviewed for, and engaged in employment negotiations with Beacon Hill, Aerotek's direct competitor.

30. Upon information and belief, Beacon Hill was focused on opening an office in the King of Prussia area, looking to "plant roots" in the Pennsylvania market, and needed to find someone to spearhead the office who would leverage their experience, "unique" background, and prior relationships to give Beacon Hill an "unmatched" level of service to its clients.

31. Upon information and belief, on or about October 5, 2016, Obercian presented to Ryan Pirnat ("Pirnat"), Managing Director of Beacon Hill Pharma and Obercian's future immediate supervisor, a presentation outlining potential business strategies for the new Philadelphia-area Beacon Hill Pharma division. This presentation included a slide entitled "Play in Your Own Backyard" that identified nine (9) pharmaceutical companies in the Main Line area then-currently looking for staffing opportunities; six (6) of which were Aerotek clients on which Obercian worked during her tenure.

32. On or about November 11, 2016, as part of the pre-employment negotiations, Pirnat requested that Obercian send him a copy of her Agreement with Aerotek for him to review. Obercian complied on November 18, 2016. Pirnat confirmed receipt of the Agreement the same day and promised to review it over the weekend. From even the pre-offer stage of discussions with Obercian, Beacon Hill had notice of, and took the opportunity to review, Obercian's non-compete obligation to Aerotek.

33. During the final stages of negotiation, Obercian informed Pirnat of her desire to bring an Aerotek staffing account manager with her to Beacon Hill. Upon information and belief, Beacon Hill intended to springboard into the Pennsylvania market with Obercian in the lead, transitioning immediately from her position with Aerotek notwithstanding the non-compete restriction in her Agreement.

34. In a letter dated November 28, 2016, Beacon Hill offered Obercian the position of Division Director for Beacon Hill Pharma – Beacon Hill's clinical research/life sciences specialty division, which extensively focuses on the pharmaceutical industry – in the Southeastern Pennsylvania and New Jersey marketplaces. Obercian accepted.

35. In the November 28, 2016 offer letter, fully recognizing the prospect of litigation with Aerotek based on the non-compete it knew she had, Beacon Hill agreed to pay defense costs for Obercian should Aerotek file suit against her for breach of the Agreement. Beacon Hill therefore was fully aware of the Agreement and that Obercian's job duties at Beacon Hill would be sufficiently similar to those she performed for Aerotek that there was a probable threat of litigation.

36. Despite misleading former colleagues for several months after her resignation that she was still looking for new employment, in reality, Obercian began working for Beacon Hill on December 5, 2016 – merely days after her resignation from Aerotek.

37. Beacon Hill was and is engaged in the business of recruitment and placement of employees to address clients' staffing needs. Beacon Hill, including its Beacon Hill Pharma business, competed in the same marketplace as Aerotek.

38. Beacon Hill hired Obercian to get a running start in launching this new branch of Beacon Hill Pharma in Pennsylvania to target primarily the Pennsylvania and New Jersey pharmaceutical markets. In an April 17, 2017 press release, Beacon Hill announced Obercian's hire and touted her years of industry experience, including her immediately previous employment where "she developed and managed a clinical research service division of an international company," – that is, Aerotek. (April 17, 2017 Press Release, attached hereto as Exhibit B.).

39. Fully suggestive that the weight of the new branch was on her shoulders, Obercian was tasked with securing office space for the new Beacon Hill Pharma division, eventually selecting a location in King of Prussia, Pennsylvania – fewer than ten (10) miles from the Aerotek office where she had just worked.

40. In her role as Director, Obercian managed the Beacon Hill Pharma staffing office in King of Prussia. In this senior leadership position, Obercian's job duties included: oversight of Beacon Hill's direct- and temporary-staffing operations; driving profitability of the office; overseeing a team of account executives (i.e., the recruiters), including training and supervisory responsibilities; networking with existing Beacon Hill customers; developing contacts and relationships prospective clients services; and managing her own personal "book" of clients. She thus was performing the same, or certain of the same, duties as she had performed for Aerotek.

41. In the fall of 2017, despite her post-employment obligations, Obercian competed with Aerotek to fill two pharmaceutical staffing positions at an existing Aerotek client. Obercian and Beacon Hill's candidates were selected for the two openings in the fall of 2017, beating out Aerotek and causing it to lose business and revenue. On a similarly-egregious level, Obercian

attended a meeting with this same client to pitch Aerotek's staffing and clinical solutions services on December 1, 2016 – the day she abruptly resigned from Aerotek.

42. Since she began employment with Beacon Hill, Obercian provided services to/conducted business with at least two of Aerotek's clients for whom she provided services while employed at Aerotek.

43. While leading Beacon Hill's Pharma office in King of Prussia, Obercian also violated her Agreement by communicating with at least two (2) Aerotek customers with whom she did business on Aerotek's behalf during the two years prior to her separation for the purpose of entering into a competitive business relationship for Beacon Hill's benefit or reducing the business such customers conduct with Aerotek.

44. While employed at Beacon Hill, Obercian contacted and solicited for business several Aerotek customers about which she obtained confidential information or with whom she performed services/did business with while employed at Aerotek. In doing so, Obercian violated Paragraph 4(a) of the Agreement.

45. Obercian's employment with Beacon Hill violates and has violated Paragraph 3 of the Agreement in that she has been working or has worked within the 50-mile radius of Aerotek's Wayne office and is/was engaged in an aspect of Aerotek's Business in which she performed work during the two years prior to her termination.

46. Upon information and belief, in her position with Beacon Hill as a Division Director, Obercian is and was responsible for the same or similar duties as in the Operations Manager/Practice Lead position she held with Aerotek in violation of the Agreement.

47. Beacon Hill has encouraged, approved and/or ratified Obercian's unlawful and improper actions and has done so without privilege to do so. Beacon Hill purposefully did so with the intent to cause Obercian to violate her contractual obligations to Aerotek.

48. No stranger to hiring employees, like Obercian, in flat contravention of restrictive covenants, Beacon Hill has done so in numerous situations, evidencing its flagrant and willful disregard of contract rights, including Aerotek's rights in Obercian's Agreement. Remarkably, Beacon Hill has been the subject of prior litigation by Aerotek (or its affiliated companies), as well as a defendant in, upon information and belief, no less than twenty (20) lawsuits alleging tortious interference with other parties' contractual rights. A listing of these cases that evinces a pattern and practice of thumbing its nose at contracts is attached as Exhibit C.

49. Upon information and belief, Beacon Hill's business model, inherently grounded on unfair competition, is to hire employees from competitors for the purpose of exploiting the contacts they developed at the competitor to obtain new clients without incurring any of the costs and time investment, and disregarding competitors' contractual rights in protecting legitimate business interests.

50. Upon information and belief, Pirnat, in the execution of his job duties at Beacon Hill, has personally engaged in hiring employees away from Beacon Hill competitors with knowledge of these persons' contractual agreements to their former employers.

51. Beacon Hill's encouragement to Obercian to violate the terms of her Employment Agreement has caused and will continue to cause Aerotek irreparable damage in excess of \$150,000, exclusive of interest and costs.

COUNT I - TORTIOUS INTERFERENCE WITH CONTRACT

52. Aerotek incorporates and re-alleges the allegations in paragraphs 1 through 51 as if fully set forth herein.

53. Aerotek had and has a valid and enforceable agreement with Obercian by virtue of the Agreement with her.

54. Aerotek had a reasonable expectation that this contractual relationship would continue in accordance with the terms of the Agreement, including the non-compete restriction, and that Obercian would comply with her obligations.

55. Beacon Hill had knowledge of the Agreement, and the non-compete restriction in particular, at the time that it offered Obercian employment and certainly when it hired her to lead its Beacon Hill Pharma office.

56. Beacon Hill had knowledge of Obercian's job duties during her employment at Aerotek, and knew that her job duties at Beacon Hill were the same or substantially similar to those that she performed for Aerotek. Beacon Hill therefore knew that hiring Obercian would result in her directly competing against Aerotek in direct violation of the Agreement.

57. Upon information and belief, Beacon Hill has also directed and encouraged, or ratified and benefitted from, Obercian's violation of the non-solicitation provision of the Agreement.

58. Despite its knowledge of the terms of Obercian's post-employment restrictions under the Agreement, Beacon Hill has intentionally and improperly interfered with Obercian's performance of the Agreement by employing her, continuing to employ her, and endorsing and/or ratifying her breach of the Agreement.

59. Beacon Hill's actions in causing Obercian not to perform the obligations under the Agreement were and are not justified or privileged.

60. As a direct and proximate result of Beacon Hill's improper interference, without justification or privilege, Aerotek has suffered damage, including the loss of business and revenue as well as the attorneys' fees it has incurred, and is incurring, in the Maryland Litigation.

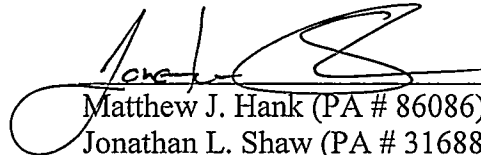
61. Beacon Hill, acting willfully and with the intent to harm Aerotek in reckless indifference to its rights, has interfered with Aerotek's contractual rights, and, as such, Aerotek is entitled to punitive damages, especially given Beacon Hill's long-standing and inveterate pattern of engaging in unfair competition by interfering with parties' contractual rights.

PRAYER FOR RELIEF AND DAMAGES

WHEREFORE, Aerotek demands the following:

- a. Actual and punitive damages to be proven at trial in an amount in excess of \$150,000; and
- b. such other and further relief as this Court may deem proper.

Respectfully submitted,



Matthew J. Hank (PA # 86086)
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Counsel for Plaintiff Aerotek, Inc.

Date: June 22, 2018

EXHIBIT A

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement"), made this 13th day of January, 2014, by and between AEROTEK, Inc., hereinafter referred to as "AEROTEK", and Christine Obercian, hereinafter referred to as "EMPLOYEE."

WHEREAS, AEROTEK is engaged in the highly competitive businesses of recruiting, employing, and providing the services of scientific, life sciences, engineering, technical, industrial, environmental, energy, professional, financial, commercial, call center, and/or other personnel on a temporary or permanent basis to companies and other entities throughout the United States (hereinafter collectively "AEROTEK's Business").

WHEREAS, the parties hereto recognize and acknowledge that AEROTEK will provide EMPLOYEE portions of the Confidential Information (as defined in Paragraph 6 hereof) of AEROTEK for use in the performance of these services and of this Agreement. EMPLOYEE further acknowledges that the Confidential Information is a valuable property right of AEROTEK, and that the same is information and knowledge not generally known in the public domain and that the maintenance of secrecy concerning the Confidential Information is essential to the business affairs, value, effectiveness, good will and continuing viable business status of AEROTEK.

WHEREAS, the parties hereto recognize, and do hereby acknowledge, that the disclosure, misappropriation or collection for future use, whether directly or indirectly, of the Confidential Information to other third party persons or organizations will irreparably

and substantially cause considerable financial and other loss, detriment and damage to AEROTEK.

WHEREAS, EMPLOYEE will become intimately involved with AEROTEK's Business and with the Confidential Information, and will become personally acquainted with the business connections, customers, clients and trade of AEROTEK.

WHEREAS, AEROTEK wishes to be able to impart portions of the Confidential Information to EMPLOYEE with the secure knowledge that such Confidential Information will be solely and strictly used for AEROTEK's sole benefit and not in competition with or to the detriment of AEROTEK, directly or indirectly, by EMPLOYEE or any of his/her agents, servants, future employees or consultants or future employers.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and restrictions contained herein, and other valuable consideration, the receipt of which is hereby acknowledged, each of the parties, their respective personal representatives, heirs, successors and assigns, intending to be legally bound hereby agree as follows:

1. AGREEMENT OF EMPLOYMENT: AEROTEK hereby employs or agrees to continue to employ the above named EMPLOYEE for the position of Recruiter (including but not limited to Recruiter Trainee, Recruiter II, Senior Recruiter, Professional Recruiter, and Account Recruiting Manager) or Account Manager, (including, but not limited to Contracts Manager, Account Executive, and Sales Manager) with a base annual salary of \$120,000.00 (which includes, where applicable, a location adjustment) to be paid in weekly installments or on such other periodic basis as shall be

determined by AEROTEK, plus incentive pay as may be determined by AEROTEK in its sole and absolute discretion from time to time.

EMPLOYEE agrees to be so employed and may be promoted and compensated accordingly at AEROTEK's sole and absolute discretion. In addition, EMPLOYEE agrees that the salary may change if EMPLOYEE is relocated (where a higher, lower, or no location adjustment is paid). The scope of EMPLOYEE's employment, including duties, assignments, positions and all responsibilities, shall be as established by AEROTEK from time to time. The parties agree that EMPLOYEE shall devote his/her full time, attention and energies to the business of AEROTEK and during the term of this Agreement shall not enter into or engage in any conflicting business activity.

In turn, AEROTEK will provide EMPLOYEE with: (a) Confidential Information belonging to AEROTEK and updates thereto; (b) authorization to communicate with customers and prospective customers; (c) authorization to communicate with Contract Employees (as defined in Paragraph 4); and/or (d) authorization to participate in specialized training related to AEROTEK's Business.

As used in this Agreement, "Affiliates" means AEROTEK's successors in interest, affiliates (as defined in Rule 12b-2 under Section 12 of the Securities Exchange Act), subsidiaries, parents, purchasers, or assignees.

2. TERM OF EMPLOYMENT: The term of employment shall continue until terminated by either party. EMPLOYEE agrees and expressly understands that the term of employment under this Agreement is "at will," with no certain term of employment being offered or promised and that no guaranteed or definite term of employment is being given or implied by this Agreement. Although EMPLOYEE's

employment is "at will," EMPLOYEE agrees to provide AEROTEK two (2) weeks advance notice of EMPLOYEE's decision to terminate employment. It is further expressly understood and agreed by EMPLOYEE that AEROTEK may terminate EMPLOYEE's employment with AEROTEK at any time either with or without cause, in AEROTEK's sole and absolute discretion. In the event that AEROTEK terminates EMPLOYEE's employment for cause as determined solely by AEROTEK, then EMPLOYEE shall not be entitled to any advance notice of said termination. Should EMPLOYEE's employment be terminated by AEROTEK without cause, then EMPLOYEE shall be afforded a minimum of twenty-four (24) hours notice of said termination. Such notice shall be given to EMPLOYEE either orally or in writing and if in writing shall be effective as of the date delivered, or sent, if by mail, to EMPLOYEE's last known address carried on AEROTEK's files. EMPLOYEE agrees to keep AEROTEK informed as to EMPLOYEE's current living and mailing address at all times while employed by AEROTEK.

The terms of Paragraphs 3 through 15 (including the State Specific Appendix) of this Agreement shall survive the termination, for whatever reason, of EMPLOYEE's employment with AEROTEK.

3. NON-COMPETE COVENANT: EMPLOYEE agrees that upon the termination of EMPLOYEE's employment, whether by AEROTEK or EMPLOYEE and whether with or without cause, for a period of eighteen (18) months thereafter EMPLOYEE shall not directly or indirectly engage in or prepare to engage in, or be employed by, any business that is engaging in or preparing to engage in any aspect of AEROTEK's Business for which EMPLOYEE performed services or about which

EMPLOYEE obtained Confidential Information during the two (2) year period preceding termination of EMPLOYEE's employment, within a radius of fifty (50) miles from the office in which EMPLOYEE worked at the time EMPLOYEE's employment terminated or any other office in which EMPLOYEE worked during the two (2) year period preceding termination of EMPLOYEE's employment ("Restricted Area").

The prohibitions contained in this Paragraph shall extend to (i) activities undertaken by EMPLOYEE directly on EMPLOYEE's own behalf, and to (ii) activities undertaken by EMPLOYEE indirectly through any individual, corporation or entity which undertakes such prohibited activities with EMPLOYEE's assistance and in or with respect to which EMPLOYEE is an owner, officer, director, trustee, shareholder, creditor, employee, agent, partner or consultant or participates in some other capacity.

4. NON-SOLICITATION COVENANT: EMPLOYEE agrees that upon the termination of EMPLOYEE's employment, whether by AEROTEK or EMPLOYEE and whether with or without cause, for a period of eighteen (18) months thereafter EMPLOYEE shall not directly or indirectly:

(a) Communicate with any individual, corporation or other entity which is a customer of AEROTEK and about which EMPLOYEE obtained Confidential Information or with which EMPLOYEE did business on AEROTEK's behalf during the two (2) year period preceding termination of EMPLOYEE's employment for the purpose of:

- (i) entering into any business relationship with such customer if the business relationship is competitive with any aspect of AEROTEK's Business for which EMPLOYEE performed services

or about which EMPLOYEE obtained Confidential Information during the two (2) year period preceding termination of EMPLOYEE's employment, or

- (ii) reducing or eliminating the business such customer conducts with AEROTEK; or

(b) Communicate with any person who has been a Regular Employee within the two (2) year period preceding termination of EMPLOYEE's employment and about whom EMPLOYEE obtained knowledge or had contact by reason of EMPLOYEE's employment with AEROTEK for the purpose of:

- (i) providing services to any individual, corporation or entity whose business is competitive with AEROTEK, or
- (ii) leaving the employ of AEROTEK; or

(c) Communicate with any person who has been a Contract Employee within the two (2) year period preceding termination of EMPLOYEE's employment and about whom EMPLOYEE obtained knowledge or had contact by reason of EMPLOYEE's employment with AEROTEK for the purpose of:

- (i) ceasing work for AEROTEK at customers of AEROTEK, or
- (ii) refraining from beginning work for AEROTEK at customers of AEROTEK, or
- (iii) providing services to any individual, corporation or entity whose business is competitive with AEROTEK.

As used in this Paragraph 4: "Regular Employee" means an employee of AEROTEK who is not a "Contract Employee"; and "Contract Employee" means an

employee or candidate for employment of AEROTEK who is or was employed to perform services or solicited by EMPLOYEE to perform services at customers of AEROTEK.

The prohibitions contained in (a), (b) and (c) above shall extend to (i) activities undertaken by EMPLOYEE directly on EMPLOYEE's own behalf, and to (ii) activities undertaken by EMPLOYEE indirectly through any individual, corporation or entity which undertakes such prohibited activities with EMPLOYEE's assistance and in or with respect to which EMPLOYEE is an owner, officer, director, trustee, shareholder, creditor, employee, agent, partner or consultant or participates in some other capacity.

Where required by applicable law, the restrictions in Paragraph 4 shall be limited to the Restricted Area.

5. INDEMNIFICATION AND HOLD HARMLESS: EMPLOYEE represents and warrants that EMPLOYEE's employment with AEROTEK will not violate the terms and conditions of any agreements entered into by EMPLOYEE prior to or during EMPLOYEE's employment with AEROTEK. EMPLOYEE covenants and agrees to indemnify and hold AEROTEK harmless from any and all suits and claims arising out of any breach of any terms and conditions contained in any such agreements entered into by EMPLOYEE.

6. COVENANT NOT TO DIVULGE CONFIDENTIAL INFORMATION: EMPLOYEE covenants and agrees that, except as required by the proper performance of EMPLOYEE's duties for AEROTEK, EMPLOYEE shall not use, disclose or divulge any Confidential Information of AEROTEK to any other person, entity or company besides AEROTEK. For purposes of this Agreement, "Confidential

Information” shall mean information not generally known by the competitors of AEROTEK or the general public concerning AEROTEK’s Business that AEROTEK takes reasonable measures to keep secret, including but not limited to: financial information and financial controls; sales and marketing strategies; acquisition plans; pricing and costs; customers’ names, addresses, telephone numbers, and contact persons; customers’ staffing requirements; margin tolerances regarding pricing; the names, addresses, telephones numbers, skill sets, availability and wage rates of Contract Employees; sales, recruiting, pricing and marketing techniques; sales and recruiting manuals; forms and processes for acquiring and recording information; salary and performance evaluations of Regular Employees; and management practices, procedures and processes. These restrictions on use or disclosure of Confidential Information will only apply for three (3) years after the end of EMPLOYEE’s employment where information that does not qualify as a trade secret is concerned. The restrictions will apply to trade secret information for as long as the information remains qualified as a trade secret.

7. RETURN AND PRESERVATION OF RECORDS: EMPLOYEE agrees, upon termination of EMPLOYEE’s employment with AEROTEK for any reason whatsoever, to return to AEROTEK all records and other property (whether on paper, computer discs or in some other form), copies of records, and papers belonging or pertaining to AEROTEK (collectively “Company Records”). EMPLOYEE further agrees not to engage in any unauthorized destruction or deletion of Company Records during employment or upon termination of employment, including, without limitation, the deletion of electronic files, data, records or e-mails.

8. **REMEDIES; DAMAGES:** (a) EMPLOYEE recognizes that irreparable damage will result to AEROTEK in the event of the violation of any covenant contained in Paragraphs 3, 4, 6 and 7 hereof made by EMPLOYEE, and agrees that in the event of such violation, AEROTEK, in addition to and without limiting any other remedy or right that it may have, shall be entitled to an injunction or other equitable relief in any court of competent jurisdiction, enjoining any such violations by EMPLOYEE. In furtherance of the foregoing, EMPLOYEE hereby waives any and all defenses EMPLOYEE may have on the ground of the lack of jurisdiction or competence of the court to grant such an injunction or other equitable relief. The existence of the foregoing right shall not preclude any other rights and remedies at law or in equity that AEROTEK may have.

(b) EMPLOYEE further recognizes and acknowledges that it would be difficult to ascertain the damages arising from a violation by EMPLOYEE of the covenants contained in Paragraphs 3, 4, 6 and 7 hereof. EMPLOYEE agrees that as damages arising as a consequence of a violation of the covenants contained in Paragraphs 3, 4, 6 and 7 EMPLOYEE shall pay to AEROTEK an amount equal to one hundred percent (100%) of the gross profit, or twenty-five percent (25%) of the gross sales, whatever amount is greater, resulting from business generated by EMPLOYEE, either directly or indirectly, on EMPLOYEE's own account or as agent, owner, officer, director, trustee, creator, partner, consultant, stockholder, employer, employee, or otherwise for or in conjunction with any other person or entity, through soliciting or otherwise competing for accounts or personnel in violation of Paragraphs 3, 4, 6 or 7 hereof.

9. **WAIVER OF BREACH:** The waiver by AEROTEK of a breach of any provision of this Agreement by the EMPLOYEE shall not operate or be construed as a waiver of any subsequent breach by the EMPLOYEE.

10. **SITUS OF AGREEMENT; JURISDICTION:** This Agreement is being entered into in the State of Maryland and thus shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Maryland, without giving effect to the principles of conflicts of laws thereof. Each of the parties hereto hereby irrevocably consents and submits to the jurisdiction of the Circuit Court for Anne Arundel County, Maryland, or any Federal court sitting in the State of Maryland, for the purposes of any controversy, claim, dispute or action arising out of or related to this Agreement, and hereby waives any defense of any inconvenient forum and any right of jurisdiction on account of EMPLOYEE's place of residence or domicile.

11. **SEVERABILITY:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any circumstance or party hereto, shall, to any extent, be invalid or unenforceable in any jurisdiction, the remainder of this Agreement, or application of such term, provision, covenant or condition to such circumstance or party, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law. Any such invalidation or unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. Without limiting the generality of the foregoing, if a court of competent jurisdiction should determine that any of the restrictions contained in Paragraphs 3, 4 or 6 hereof are unreasonable in terms of scope,

duration, geographic area or otherwise, such provision shall be deemed reformed to the minimum extent necessary such that such restriction shall be rendered enforceable.

12. WAIVER OF RIGHT TO JURY TRIAL: BY EXECUTING THIS AGREEMENT, THE PARTIES HERETO KNOWINGLY AND WILLINGLY WAIVE ANY RIGHT THEY HAVE UNDER APPLICABLE LAW TO A TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, EMPLOYEE'S EMPLOYMENT WITH AEROTEK, OR THE ISSUES RAISED BY ANY SUCH DISPUTE.

13. EARLY RESOLUTION CONFERENCE. EMPLOYEE will give AEROTEK written notice at least fourteen (14) days prior to (a) violating any provision of Paragraphs 3, 4, 6 or 7; and/or (b) challenging the enforceability of Paragraphs 3, 4, 6 and/or 7 (including subparts), and will participate in a mediation or in-person conference if requested to do so by AEROTEK within thirty (30) days of such a request in order to help avoid unnecessary legal disputes. Should EMPLOYEE fail to comply with this Paragraph's notice or mediation/in-person conference requirement, EMPLOYEE acknowledges and agrees that such failure will serve as a waiver of EMPLOYEE's right to challenge the enforceability of Paragraphs 3, 4, 6, and 7.

14. ATTORNEYS' FEES: Should AEROTEK sue to enforce this Agreement or to seek damages or injunctive relief for EMPLOYEE'S breach of this Agreement, and AEROTEK is the prevailing party in such suit, AEROTEK shall be entitled to recover its attorneys' fees and costs incurred in connection with such suit.

15. ENTIRE AGREEMENT: This Agreement represents the entire agreement between the parties with respect to the subject matter covered by this

Agreement. This Agreement supersedes any and all prior agreements or understandings, oral or written, between the parties hereto pertaining to the subject matter covered by this Agreement, and may not be changed orally. EMPLOYEE agrees that AEROTEK may assign this Agreement to any Affiliate, or to any transferee of all or substantially all of the assets of AEROTEK, and hereby consents to any such assignment, which shall not, in and of itself, constitute a termination of the EMPLOYEE's employment hereunder. EMPLOYEE agrees that this Agreement may be enforced by AEROTEK's assignees without need of any further authorization or agreement from EMPLOYEE. The parties hereto understand that this Agreement shall remain in effect notwithstanding any job change or job assignment by EMPLOYEE within or between AEROTEK or its Affiliates. EMPLOYEE acknowledges that the covenants and conditions of this Agreement are reasonable and fair. EMPLOYEE further recognizes that the restrictions and conditions contained herein are necessary for the protection of AEROTEK's Business.

As WITNESS the hands and seals of the parties hereto the year and day first above written.

WITNESS:

Ana Ruta
(SEAL)

AEROTEK, INC.

Tanya Aperson
BY:

WITNESS:

Laura Lynes
(SEAL)

EMPLOYEE:

L. Obnaian

APPENDIX OF STATE-SPECIFIC MODIFICATIONS**Arizona:**

The geographic areas below 50 miles referred to above are provided solely to allow for revisions of the Agreement in grammatically severable lesser areas if a court or arbitrator finds 50 miles too broad, with the understanding that there will be a presumption in favor of a 50-mile area. The parties agree the 50-mile radius is the geographic area in which and about which the Employee is expected to provide services and receive Confidential Information.

California:

While EMPLOYEE is a resident of California and subject to its laws: (a) the restrictions in Paragraph 4(a) will be limited so that they only apply where EMPLOYEE is aided by the use or disclosure of Confidential Information; (b) the restrictions in Paragraph 3 will not apply; and (c) the jury trial waiver contained in Paragraph 12 will not apply.

Georgia:

While EMPLOYEE is a resident of Georgia and if the choice of law provision in Paragraph 10 does not control: (a) the non-compete provision in Paragraph 3 will be limited to the geographic area (state, territory, parish, county, country, province, or jurisdiction) where EMPLOYEE assists AEROTEK in marketing its products and/or services, which the parties agree includes: ; (b) the provisions of Paragraph 4(a) will be limited to customers or clients of AEROTEK with whom EMPLOYEE does business ; and (c) the jury trial waiver contained in Paragraph 12 will not apply.

Louisiana:

While EMPLOYEE is a resident of Louisiana and if the choice of law provision in Paragraph 10 does not control, the enforcement of the restrictions in Paragraphs 3 and 4(a) will be limited within the state of Louisiana to the following Parishes where EMPLOYEE has helped or will help AEROTEK do business, or the portions of these Parishes that are covered by the Restricted Area definition, whichever is fewer; provided, however, that nothing in Agreement may be construed to prohibit the enforcement of Paragraphs 3 and 4(a) in accordance with their terms in states outside of Louisiana (circle all that apply):

Acadia	Allen	Ascension	Assumption
Avoyelles	Beauregard	Bienville	Bossier
Caddo	Calcasieu	Caldwell	Cameron
Catahoula	Claiborne	Concordia	De Soto
East Baton Rouge	East Carroll	East Feliciana	Evangeline
Franklin	Grant	Iberia	Iberville
Jackson	Jefferson	Jefferson Davis	Lafayette
Lafourche	La Salle	Lincoln	Livingston
Madison	Morehouse	Natchitoches	Orleans
Ouachita	Plaquemines	Pointe Coupee	Rapides
Red River	Richland	Sabine	St. Bernard
St. Charles	St. Helena	St. James	St. John the Baptist
St. Landry	St. Martin	St. Mary	St. Tammany
Tangipahoa	Tensas	Terrebonne	Union
Vermilion	Vernon	Washington	Webster
West Baton Rouge	West Carroll	West Feliciana	Winn

Nebraska:

While EMPLOYEE is a resident of Nebraska and if the choice of law provision in Paragraph 10 does not control, the enforcement of the restrictions in Paragraph 4(a) will be limited to customers and clients with whom EMPLOYEE did business and had personal contact.

North Carolina:

While EMPLOYEE is a resident of North Carolina and if the choice of law provision in Paragraph 10 does not control, Paragraph 1 is modified to add: The parties intend that the Protective Covenants in Paragraphs 3 and 4 are ancillary to AEROTEK's promises and obligations under this Paragraph 1. The parties further intend that AEROTEK's promises constitute a positive contract and that a court construe AEROTEK's promises and EMPLOYEE's obligations as creating bi-lateral obligations. Further, the jury trial waiver contained in Paragraph 12 will not apply.

EXHIBIT B



BEACON HILL

PRINT

Beacon Hill Staffing Group Arrives in King of Prussia, Launches Pharma Division

17 April 2017

Beacon Hill Staffing Group recently opened its 52nd location, laying down roots in King of Prussia, PA. The new office opens with Beacon Hill Pharma, Beacon Hill's clinical research/life sciences specialty division.

Leading Beacon Hill Pharma in King of Prussia is **Christine Obercian**. Ms. Obercian brings nearly 20 years of experience within the life sciences industry, including hands-on clinical research and project management, working with and for various sponsors and CROs on international drug and device trials across various therapeutic areas and phases. Prior to joining Beacon Hill Pharma, she developed and managed a clinical research service division of an international company. Ms. Obercian earned her Bachelor of Arts degree in Psychology from Washington & Lee University, a Master of Science degree in educational psychology from the University of Kentucky, and a PhD (a.b.d.) in psychology from California Coast University, and is a PMI certified Project Management Professional.

"Some of the toughest times in my clinical research career stemmed from working with top-notch people who were simply not placed in jobs where they could succeed," remarked **Ms. Obercian**. "I can leverage that experience to help companies and professionals find the best match specific to their needs. I chose Beacon Hill Pharma because of how they differ from other staffing companies. Beacon Hill Pharma hires top talent with proven success in the staffing and research industries, and capitalizes on that expertise to deliver a consistently outstanding, customer-centric experience for both our candidates and our clients. I am proud to be with a company and a

<https://www.beaconhillstaffing.com/printfriendly.html>



4/22/2018

leadership team that sees past the short-term implications of a mercurial landscape in what is often cited as transaction in nature to honor what really counts in any business: long-term consultative partnerships borne of trust, ethics, and mutual respect."

Joining Christine as an Account Executive is **John Kofka**. Mr. Kofka brings six years of experience in the staffing and medical device fields to the team. Located in New Jersey, Mr. Kofka will focus on the New Jersey-Pennsylvania-New York tri-state area markets. He earned his Bachelor's degree in business administration from Monmouth University in New Jersey.

"We are very excited to formally plant roots in the Pennsylvania and New Jersey marketplaces," remarked **Ryan Pirnat, Managing Director of Beacon Hill's Pharma Division**. "Christine comes to Beacon Hill with unique experience, as she worked directly in clinical research at pharmaceutical companies and CROs. This will allow her to provide a level of service to Beacon Hill clients unmatched in the industry."

Beacon Hill Staffing Group's niche brands provide direct hire, executive search, temporary staffing, contract consulting, temp/contract-to-hire, and MSP/VMS and RPO solutions to emerging growth companies and the Fortune 500 across multiple market sectors and all industries. Over time, office locations, specialty practice areas and service offerings will be added to address ever changing constituent needs.

Return →

EXHIBIT C

List of 22 results for advanced: DEF("beacon hill staffing group")

1. Aerotek, Inc. v. Murphy et al

September 25, 2017 MO U.S. Dist. Ct., East 4:17-CV-02469 Contracts, Other Contract Judge(s): District
 Judge Henry Edward Autrey None

Plaintiff(s): Aerotek, Inc.

Defendant(s): Joel T. Murphy Beacon Hill Staffing Group LLC.

Plaintiff Harry W. Wellford, Jr. Jennifer C. Znosko Andrew Cahill Johnson
 Attorney(s):

Defendant Gino F. Battisti Michael R. Dauphin
 Attorney(s):

**2. CONVERGENZ LLC v. BEACON HILL STAFFING GROUP LLC**

November 05, 2014 DC U.S. Dist. Ct. 1:14-CV-01864 Contracts, Other Contract Judge(s): Judge Amy
 Berman Jackson Both

Plaintiff(s): CONVERGENZ LLC

Defendant(s): BEACON HILL STAFFING
 GROUP LLC

Plaintiff Alan Lescht Susan Laiken Kruger
 Attorney(s):

Defendant Edward J. Longosz, II Mark Andrew Johnston Sarah Jean Shyr
 Attorney(s):

**3. Diversant, LLC v. Katakozinos et al**

April 17, 2015 NC U.S. Dist. Ct., West 3:15-CV-00172 Contracts, Other Contract Judge(s): District
 Judge Robert J. Conrad, Jr Plaintiff

Plaintiff(s): Diversant, LLC

Defendant(s): Corielle Katakozinos Beacon Hill Staffing Group, LLC

Plaintiff Sarah Fulton Hutchins Alice Carmichael Richey
 Attorney(s):

**4. Insight Global LLC v. Weitlauf et al**

November 13, 2017 IL U.S. Dist. Ct., North 1:17-CV-08194 Other Federal Statutes, Other Federal Statutory
 Actions Judge(s): Honorable Rebecca R. Pallmeyer Defendant

Plaintiff(s): Insight Global LLC

Defendant(s): Wesley Weitlauf Beacon Hill Staffing Group, LLC

Plaintiff Matthew J Simmons John Michael Riccione
 Attorney(s):

Defendant Hal J. Wood Richard Zachary Wolf
 Attorney(s):



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5. Insight Global, LLC v. Beacon Hill Staffing Group, LLC

January 20, 2017 CA U.S. Dist. Ct., North 3:17-CV-00309 Contracts, Other Contract Plaintiff

Plaintiff(s): Insight Global, LLC

Defendant(s): Beacon Hill Staffing Group, LLC

Plaintiff Jeremy Matthew Mittman

Attorney(s):

**6. Insight Global, LLC v. Beacon Hill Staffing Group, LLC**

January 20, 2017 CA U.S. Dist. Ct., North 4:17-CV-00309 Contracts, Other Contract Judge(s): Hon. Yvonne Gonzalez Rogers Both

Plaintiff(s): Insight Global, LLC

Defendant(s): Beacon Hill Staffing Group, LLC

Plaintiff Anthony J. Oncidi

Attorney(s):

Christopher Carl Marquardt

Isabella Pei-Ying Lee

Pietro A Deserio

Jeremy Matthew Mittman

Defendant Olga Savage

Attorney(s):

Tyler Mark Paetkau

Charles John Smith, III

**7. Insight Global, LLC v. Beacon Hill Staffing Group, LLC**

January 20, 2017 CA U.S. Dist. Ct., North 5:17-CV-00309 Contracts, Other Contract Judge(s): Judge Beth Labson Freeman Both

Plaintiff(s): Insight Global, LLC

Defendant(s): Beacon Hill Staffing Group, LLC

Plaintiff Anthony J. Oncidi

Attorney(s):

Christopher Carl Marquardt

Anna Beth Saraie

Isabella Pei-Ying Lee

Pietro A Deserio

Jeremy Matthew Mittman

Defendant Benjamin I. Fink

Attorney(s):

Olga Savage

Tyler Mark Paetkau

Charles John Smith, III

8. Insight Global, LLC v. Lilley et al

August 08, 2017 TX U.S. Dist. Ct., South 4:17-CV-02440 Contracts, Other Contract Judge(s): Judge Sim Lake None

Plaintiff(s): Insight Global, LLC

Defendant(s): James Cody Lilley

Beacon Hill Staffing Group, LLC

Plaintiff Matthew J. Simmons

Attorney(s):

William Scott Helfand

Defendant Roy Tate Young

Attorney(s):

Matthew Scott Veech

List of 22 results for advanced: DEF("beacon hill staffing group")

9. Insight Global, LLC v. McDonald et al

August 08, 2017 CO U.S. Dist. Ct. 1:17-CV-01915 Contracts, Other Contract Judge(s): Chief Judge Marcia S. Krieger Both

Plaintiff(s): Insight Global, LLC

Defendant(s): Mary McDonald Beacon Hill Staffing Group, LLC

Plaintiff Joseph Patrick Sanchez Ariel Denbo Zion Derek Charles Blass
Attorney(s):

Matthew Jeffery Simmons

Defendant Glen Frank Gordon Jonathan B. Boonin Lance John Ream
Attorney(s):

Laurie J. Rust Maral Shoaiei

10. Insight Global, LLC v. Tessar et al

March 01, 2018 OR U.S. Dist. Ct. 3:18-CV-00368 Other Federal Statutes, Other Federal Statutory Actions None

Plaintiff(s): Insight Global, LLC

Defendant(s): Brando Tessar Brandon Sherrill Mackenzie Flanagan
Beacon Hill Staffing Group, LLCPlaintiff Insight Global, LLC
Attorney(s):**11. Insight Global, LLC v. Wenzel et al**

October 27, 2017 NY U.S. Dist. Ct., South 1:17-CV-08323 Contracts, Other Contract Judge(s): Judge Paul G. Gardephe Plaintiff

Plaintiff(s): Insight Global, LLC

Defendant(s): Daniel Wenzel Luke Norman Lauren Sutmar
Beacon Hill Staffing Group, LLCPlaintiff Ariel Denbo Zion Edward Elliott Filusch Matthew Jeffrey Simmons
Attorney(s):

Rimma Ayzen Jessica Taub Rosenberg

Defendant Charlotte Bednar Geraldine Ann Cheverko Anthony Moccia
Attorney(s):**12. Internal Data Resources, Inc. v. Beacon Hill Staffing Group, LLC et al**

June 13, 2014 GA U.S. Dist. Ct., North 1:14-CV-01860 Contracts, Other Contract Judge(s): Judge Richard W. Story Plaintiff

Plaintiff(s): Internal Data Resources, Inc.

Defendant(s): Beacon Hill Staffing Group, LLC Makenzie Briggs

Plaintiff Robert Edward Johnson, Jr.
Attorney(s):Defendant Beacon Hill Staffing Group, LLC Gabriel T. Dym John R. Hunt
Attorney(s):

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13. Kforce Inc. v. Beacon Hill Staffing Group LLC, et al

November 06, 2014 MO U.S. Dist. Ct., East 4:14-CV-01880 Contracts, Other Contract Judge(s): District Judge Catherine D. Perry Defendant

Plaintiff(s): Kforce Inc.

Defendant(s): Beacon Hill Staffing Group LLC. Gary Hahn

Plaintiff Erin E. Williams Meredith A. Lopez
Attorney(s):Defendant Anthony M. Moccia Gino F. Battisti Michael R. Dauphin
Attorney(s):**14. Modis, Inc. v. Viet**

April 13, 2015 IA U.S. Dist. Ct., South 4:15-CV-00110 Contracts, Other Contract Judge(s): Judge Stephanie M. Rose Plaintiff

Plaintiff(s): Modis, Inc.

Defendant(s): Adam Viet Beacon Hill Staffing Group, LLC

Plaintiff Vincent John Ella Catherine A. Cano Kenneth M. Wentz, III
Attorney(s):Defendant Stanley J Thompson Elizabeth R. Meyer
Attorney(s):**16. Randstad General Partner (US) LLC v. Beacon Hill Staffing Group, LLC et al**

March 10, 2017 MD U.S. Dist. Ct. 1:17-CV-00680 Contracts, Other Contract Judge(s): Judge Ellen L. Hollander Plaintiff

Plaintiff(s): Randstad General Partner (US) LLC

Defendant(s): Beacon Hill Staffing Group, LLC John Williams

Plaintiff Edward Victor Arnold Dawn Mertineit Erik W Weibust
Attorney(s):Defendant Edward J Longosz, II Mark A Johnston
Attorney(s):**17. Randstad General Partner (US) LLC v. Smith et al**

September 15, 2014 IL U.S. Dist. Ct., North 1:14-CV-07167 Contracts, Other Contract Judge(s): Honorable Thomas M. Durkin None

Plaintiff(s): Randstad General Partner (US) LLC

Defendant(s): Steven Smith Beacon Hill Staffing Group, LLC

Plaintiff James M. Witz Todd M. Church
Attorney(s):Defendant Hal J. Wood Richard Zachary Wolf
Attorney(s):**18. Randstad General Partner (US), LLC v. Keliher et al**

March 10, 2017 MA U.S. Dist. Ct. 1:17-CV-10404 Contracts, Other Contract Judge(s): Judge Allison D. Burroughs Plaintiff

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Plaintiff(s): Randstad General Partner (US),
LLC

Defendant(s): Kathleen Keliher Beacon Hill Staffing Group, LLC

Plaintiff Dawn M. Mertineit Erik W. Weibust
Attorney(s):

19. RCM TECHNOLOGIES, INC. v. BEACON HILL STAFFING GROUP, LLC et al

April 12, 2007 DC U.S. Dist. Ct. 1:07-CV-00670 Contracts, Other Contract Judge(s): Judge John D. Bates Plaintiff

Plaintiff(s): RCM TECHNOLOGIES, INC.

Defendant(s): BEACON HILL STAFFING GROUP, LLC KIMBERLY A. AYERS WILLIAM BLACKFORD
SCOTT BAILLIE

Plaintiff R. Michael Smith
Attorney(s):

Defendant Edward J. Longosz, II Mark Andrew Johnston
Attorney(s):

20. TEKsystems, Inc. v. Deal et al

January 21, 2014 MN U.S. Dist. Ct. 0:14-CV-00196 Contracts, Other Contract Judge(s): Judge John R. Tunheim Plaintiff

Plaintiff(s): TEKsystems, Inc.

Defendant(s): Laura Deal Beacon Hill Staffing Group, LLC

Plaintiff Jessica J Schroeder George R Wood
Attorney(s):

Defendant Gabriel T Dym Thomas W Pahl
Attorney(s):

21. TEKsystems, Inc. v. Sutton, James et al

November 14, 2011 WI U.S. Dist. Ct., West 3:11-CV-00767 Contracts, Other Contract Judge(s): District Judge Barbara B. Crabb Plaintiff

Plaintiff(s): TEKsystems, Inc.

Defendant(s): James Sutton Beacon Hill Staffing Group, LLC

Plaintiff George R. Wood
Attorney(s):

Defendant David J. Turek Michael Brian Brennan
Attorney(s):

22. Tiro Solutions LLC v. Beacon Hill Staffing Group LLC et al

April 03, 2017 TX U.S. Dist. Ct., North 3:17-CV-00934 Contracts, Other Contract Judge(s): Judge Sam A Lindsay None

Defendant(s): Beacon Hill Staffing Group LLC Brian Pelligrini

Plaintiff(s): Tiro Solutions LLC

Plaintiff Avonte Campinha-Bacote
Attorney(s):

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Defendant Jason Edward Winford
Attorney(s):

David E Watkins

23. Update, Inc. v. Mercado et al

July 09, 2012 NY U.S. Dist. Ct., South
A. Crotty Plaintiff

1:12-CV-05295

Contracts, Other Contract

Judge(s): Judge Paul

Plaintiff(s): Update, Inc.

Defendant(s): Priya Mercado

Anna-Maria Licata

Beacon Hill Staffing Group, LLC

Plaintiff David Jeffrey Kanfer
Attorney(s):

Joel A. Klarreich

Maryann Concettina Stallone

Defendant Geraldine Ann Cheverko
Attorney(s):

